

**THE CITY OF MURFREESBORO**  
**WATER AND SEWER DEPARTMENT**

**INVITATION TO BID**  
**ITB-6-2015**

The City of Murfreesboro ("City") will receive and publicly open bids in the Water and Sewer Department's Sinking Creek Plant Conference Room, 2032 Blanton Dr., Murfreesboro, Tennessee 37129, Telephone number (615) 848-3225. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

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**DATE ISSUED:** March 17, 2015

**BID TITLE:** Polymer Bid

**CITY CONTACT PERSON:** Greg Hicks, Biosolids Supervisor

**TELEPHONE NUMBER:** (615) 848-3225

**FAX NUMBER:** (615) 848-3244

**EMAIL ADDRESS:** ghicks@murfreesborotn.gov

**All bids must be received and acknowledged in the City Water and Sewer Department's Sinking Creek Plant on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.**

**SUBMIT BID RESPONSE**

**IN SEALED ENVELOPE TO:** Murfreesboro Water and Sewer Department  
Attn: Polymer Bid  
2032 Blanton Dr.  
Murfreesboro, Tennessee 37129

Bid envelope must include the bid title, bid opening date, and the company's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

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**BID OPENING DATE:** March 31, 2015

**BID OPENING TIME:** 2:00 p.m. Murfreesboro, Tennessee, local time

**BID OPENING LOCATION:** Murfreesboro Water and Sewer Department  
2032 Blanton Dr.  
Murfreesboro, TN 37129

**Murfreesboro Water and Sewer Department  
Murfreesboro, Tennessee  
Invitation to Bid  
Polymer**

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# 1. INSTRUCTIONS AND CONDITIONS

## 1.1. *Invitation to Bid*

- 1.1.1. The City of Murfreesboro is seeking bids for the purchase of polymer for dewatering sludge at the wastewater treatment. Sealed bids will be received by the City of Murfreesboro at the Murfreesboro Water and Sewer Department's Sinking Creek Plant Conference Room, 2032 Blanton Dr., Murfreesboro, Tennessee 37129, until 2:00 p.m. local time on March 31, 2015, at which time the bids will be opened.
- 1.1.2. Bids may be mailed or delivered to the Murfreesboro Water and Sewer Department's Sinking Creek Plant Conference Room, 2032 Blanton Dr., Murfreesboro, Tennessee 37129. Attached are the specifications and bid form for the purchase of polymer for the wastewater treatment. All bids shall be submitted on the attached bid form in sealed envelopes with **"2015 Polymer Bid -Attn: John Strickland"** on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well. The City will not accept bid responses submitted by fax or electronic mail.
- 1.1.3. Bid responses must be received and acknowledged in the Water and Sewer Department Sinking Creek Plant Conference Room on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for March 31, 2015, at 2:00 p.m. local time in the Water and Sewer Department Administrative Office conference room. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the Water and Sewer Department Administrative Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's contact person.
- 1.1.5. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) days prior to the bid opening date.
- 1.1.6. There may be one or more amendments to this ITB. If you desire to receive copies or notices of any such amendments, you must complete and submit the Contact Information Form included in the ITB. Please send this information to the contact person listed above via fax or e-mail. The City will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.

- 1.1.7. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

## **1.2. Bid Responses**

- 1.2.1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered.
- 1.2.2. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.3. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
- 1.2.4. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
- 1.2.5. **Return the signed bid response form plus the completed and signed chemical specification sheet for each chemical being submitted.**
- 1.2.6. Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, serviceability and suitability of the substitute. The City reserves the right to be the sole judge in making such determination.
- 1.2.7. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item is equal and/or better and of comparable quality as specified. The City will attempt to give the bidder notice of City's determination no later than two (2) working days in advance of the bid

opening. Bidder is not required to seek such pre bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City. Determination that a product is of equal or better quality for the purpose of the bid shall not negate the City's right to reject or cancel a contract should the substitute product prove unsatisfactory in actual operation.

- 1.2.8. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.9. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.10. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) days after bid opening.
- 1.2.11. Bid responses may be modified by written notice received and acknowledged by the Director's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.
- 1.2.12. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses and their accompanying documentation will become the record of the City.
- 1.2.13. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

### **1.3. Bid Award**

- 1.3.1. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.
- 1.3.2. The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.
- 1.3.3. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be

terminated at any time prior to the signing of a contract. The City reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

- 1.3.4. The successful bidder shall provide the polymer as specified. Pricing shall be effective for the term of the contract, which may be through June 30, 2018. The initial contract may be any number of years between and including one (1) to three (3) with three years being the preferred initial term. The City reserves the option to renew for additional terms through June 30, 2020 with approval of the City Manager. If in the bidder's opinion, additional equipment or services are necessary to handle or feed this chemical; this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this bid.
- 1.3.5. Any items bid deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:
  - a. The ability of the bidder to perform the contract or to provide the material for service required;
  - b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
  - c. The character, integrity, reputation, experience and efficiency of the bidder;
  - d. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service;
  - e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
  - f. Terms and conditions stated in bid;
  - g. Compliance with specifications or requests for proposal;
  - h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
  - i. Bidder's past performance with the City.
- 1.3.6. The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.
- 1.3.7. No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.

- 1.3.8. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.
- 1.3.9. Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

#### **1.4. Terms and Conditions**

A representative copy of a City contract is included with this bid package. It immediately follows the Invitation to Bid document. Any bidder who is awarded a contract pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). **If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid.** Rejection of any proposed City Contract terms may be a basis for rejection of the bid. If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

- 1.4.1. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
- 1.4.2. Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars (\$50.00) per calendar day.
- 1.4.3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.

- 1.4.5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.
- 1.4.7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.4.9. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 1.4.10. Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract and subject to the approval of the City.
- 1.4.11. The bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) days of the City's written request. The City does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this ITB.

## **1.5. Standards**

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. Bidder affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual

due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

- 1.5.2. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

## **1.6. *Payment and Delivery***

- 1.6.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.6.2. All items must be available for delivery within 30 calendar days of bid award. Forty-eight (48) hours advance notice should be given prior to delivery and installation. With delivery, any required installation shall begin and continue day to day until complete.
- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of the City. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order and/or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- 1.6.4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in this ITB. **All material shall be available for inspection by the**

**purchaser at the point of destination before receiving approval to offload material.**

- 1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. **Delivery and freight charges are to be prepaid and included in the invoice as a separate line item. Freight charges may be adjusted for increases in fuel cost once during the period of the contract, provided that the adjustment is substantiated by documented fuel charges.**
- 1.6.6. Unless otherwise specified every item bid shall have a manufacturer's warranty against defects in parts or workmanship for a minimum of one (1) year.

## 2. BID SPECIFICATIONS

Return this signed specifications sheet along with the signed Bid Response Form.

### 2.1. Overview

Specifications are minimums. Substitutions that exceed minimums may be allowed where such substitutions are in the best interests of the Department and do not affect the intended use. All material shall be available for inspection by the purchaser at the point of destination before receiving approval to offload material. **A Chemical Product Data sheet MUST be provided with each chemical bid.**

### 2.2. Product Specifications

2.2.1. **Chemical purity shall meet or exceed the specifications listed. Chemicals for potable water treatment shall carry an NSF approval or UL certification that it meets NSF Standard 60 and shall meet AWWA Standards where AWWA Standards are available with no exceptions. All chemicals must be manufactured in the United States.** Shipments shall be accompanied by a certified analysis from the manufacturer or supplier. **This does NOT preclude Department personnel from collecting a sample for compliance with the appropriate standards.**

2.2.2. Quotations are requested on brand specific products in some instances, and it is expected that contracts will be awarded on the basis of low bids for these specific products. This statement does not preclude bidders from offering other products of comparable quality for consideration, except for the CIBA dry polymer for which no substitutes will be allowed. The right is reserved to award contracts on the basis of alternate products when it appears advantageous to the City. For any product substitution proposed, the vendor must agree to furnish representative samples, if appropriate, for testing. If full scale testing of any product appears desirable, the vendor and the City may negotiate a contract for a 30 day trial. It shall be understood and agreed that consideration of alternate products will be optional on the part of the City, and in no way obligates the City to consider, test, or accept any product. The City reserves the right to reject any or all bids.

2.2.3. It is the intent of the City to award contracts based on unit prices and upon the individual low bid for each of the chemicals, provided the products are of an acceptable quality and delivery can be made in an acceptable manner. Previous history has shown that "whole contracts" have not been in the best interest of the City, and vendors who might only supply one chemical are encouraged to bid.

2.2.4. Material Data Safety Sheets must be supplied with the initial shipment of each material, whenever changes in a product or a product classification occur, and whenever a new product is being considered.

2.2.5. All materials shall be labeled in accordance with NFPA standards and EPA, OSHA, and DOT regulations.

- 2.2.6. Individual chemical specification sheets are provided in following pages. A signed individual chemical specification sheet must be returned for each chemical bid.

### **2.3. *Product Failure***

- 2.3.1. **In the event any product fails to meet specifications, the supplier shall, at no expense to the City, remove the unused portion of the product and refund the purchase price of such unused portion to the City.**
- 2.3.2. Chemicals in dirty, broken, or damaged containers shall be deemed unacceptable and considered a failed product.
- 2.3.3. Products that meet chemical specifications but fail to perform satisfactorily in actual plant conditions shall be deemed unacceptable and considered as failed product.
- 2.3.4. Products that meet chemical specifications but fail to meet quality control check at the plant shall be deemed unacceptable and considered as a failed product.

**POLYELECTROLYTE COAGULANT**  
**For wastewater treatment at the**  
**MURFREESBORO WATER and SEWER DEPARTMENT**

POLYELECTROLYTE COAGULANT (DRY) – SUPERSACKS

ESTIMATED ANNUAL USAGE - 68,000 lbs - ten supersacks per delivery

BID AMOUNTS	Brand Bid	Price/lb
Dry Polymer	<u>BASF</u>	_____
Freight Charge per pound		_____
TOTAL		_____

PRODUCT SPECIFICATIONS

ZETAG 7583 Microbead and ZETAG 8160 Powder  
No substitutions will be allowed on this product.

Chemical and Physical Requirements

Form	White Powder
Type	Cationic
pH, 1% soln.	5.0
Density	53 lbs/cubic foot

Location from which chemical will be shipped: \_\_\_\_\_

TERMS \_\_\_\_\_

\_\_\_\_\_  
Bidder's Firm Name

\_\_\_\_\_  
Salesperson's Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature

### 3. BID RESPONSE FORM

**Return this signed form plus the completed and signed chemical specification sheet for each chemical bid. Bid opening at 2:00 pm March 31, 2015 at the Water and Sewer Department Administrative Office, 300 N.W. Broad St, Murfreesboro, TN 37130**

#### **Bid Name: 2015-16 Chemicals**

Chemical pricing shall be firm through June 30, 2016 with the option to renew for up to three additional one year terms. Freight charges shall be listed separately and may be adjusted for fuel cost once during the term of the contract. The City is not subject to sales tax.

Following placement of an order, on-site guaranteed delivery will occur within \_\_\_\_\_ **days**.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within 90 days from the date of opening, to furnish the item upon which price is quoted.

<b>Item Number</b>	<b>Chemical</b>	<b>Price/lb</b>	<b>Minimum Delivery Quantity</b>	<b>Freight Charge per Delivery</b>	<b>Total Delivered Price/lb</b>
<b>1</b>	BASF Polyelectrolyte Coagulant				

**THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED**

\_\_\_\_\_  
Name of Firm:

\_\_\_\_\_  
Form of Business:

\_\_\_\_\_  
Name Printed and Title:

\_\_\_\_\_  
Authorized Signature and Date:

\_\_\_\_\_  
Address:  
  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number:

\_\_\_\_\_  
Fax Number:

\_\_\_\_\_  
Email:

#### 4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid Title \_\_\_\_\_

Company name \_\_\_\_\_

Mailing address \_\_\_\_\_

\_\_\_\_\_

Phone number \_\_\_\_\_

Fax number \_\_\_\_\_

Company Contact Person \_\_\_\_\_

**ATTACHMENT A**  
**SAMPLE CONTRACT**  
**CONTRACT BETWEEN**  
**CITY OF MURFREESBORO WATER AND SEWER DEPARTMENT**  
**AND**  
**[INSERT CONTRACTOR NAME]**

This contract is entered into on this [INSERT DATE], by and between **THE CITY OF MURFREESBORO WATER AND SEWER DEPARTMENT**, a municipal corporation of the State of Tennessee ("City") and **[INSERT CONTRACTOR NAME], [INSERT TYPE OF ENTITY]** of the State of \_\_\_\_\_ ("Contractor"). This contract consists of the following documents:

- ***Invitation to Bid issued*** \_\_\_\_\_
- ***Bid Specifications issued*** \_\_\_\_\_
- ***Contractor's Bid Response dated*** \_\_\_\_\_
- ***This Contract*** \_\_\_\_\_

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Invitation to Bid and Bid Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase item number ( # ) as set forth in the attached Bid Form and Specifications.

2. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties.

3. **Payment and Delivery.**

3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.

3.2. Deliveries of potable water treatment items shall be made within fourteen (14) days of order at the Stones River Water Treatment Plant located at 5528 Sam Jared Drive, Murfreesboro, TN. Contact Person, Alan Cranford, must be notified of delivery date and time within two (2) days prior to delivery.

3.3. Deliveries of wastewater treatment items shall be made within fourteen (14) days of order at the Sinking Creek Wastewater Treatment Plant located at 2023 Blanton Drive, Murfreesboro, TN. Contact Person, John Strickland, must be notified of delivery date and time within two (2) days prior to delivery. Bioxide, sodium hypochlorite and sodium hydroxide delivery shall be split to tank sites within the City. Deliveries shall be completed between 8:00 am and 3:00 pm, Monday through Friday.

- 3.4. Deliveries of all items shall be made as stated in the ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- 3.5. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, including product pickup and freight charges, any material received which fails to meet the specifications as stated in the Invitation to Bid.
- 3.6. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included as a separate line item in the bid price. Freight charges may be adjusted for increases in fuel cost once during the period of the contract, provided that the adjustment is substantiated by documented fuel charges.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of \_\_\_\_\_.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
7. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
8. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Notices.**
  - 10.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of the Director, Murfreesboro Water and Sewer Department, P.O. Box 1477, 300 NW Broad Street, Murfreesboro, Tennessee 37133-1477.

10.2. Notices to Contractor shall be mailed or hand delivered to: [INSERT CONTRACTOR NAME AND ADDRESS]

11. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
12. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
13. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
14. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
15. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
17. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
  - 17.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
  - 17.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent

Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- 17.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
18. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
19. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF THE CITY MANAGER, CITY OF MURFREESBORO, P.O. BOX 1139, MURFREESBORO, TENNESSEE 37133-1139.
20. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
21. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
22. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
23. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
24. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
25. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

25.1. Notices to City shall be sent to:

**Department:** Murfreesboro Water and Sewer Department  
**Attention:** Director  
**Address:** P.O. Box 1477  
Murfreesboro, TN 37133-1477

25.2. Notices to Contractor shall be sent to:

**Contractor:** [INSERT CORRECT INFORMATION]  
**Attention:**  
**Address:**

26. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

**CITY OF MURFREESBORO**

**CONTRACTOR NAME**  
**[TYPE IN THE NAME OF THE**  
**COMPANY]**  
**SAMPLE CONTRACT DO NOT SIGN**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: \_\_\_\_\_  
[INSERT NAME and TITLE OF SIGNING  
AUTHORITY FOR CONTRACTOR]

Approved as to form:

STATE OF \_\_\_\_\_ )  
: ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Susan Emery McGannon, City Attorney

\_\_\_\_\_  
Adam F. Tucker, City Staff Attorney

Before me, the undersigned notary public, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the \_\_\_\_\_, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this  
\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_